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Fifth District

June 12, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE A SOLE SOURCE
CONTRACT BETWEEN LOS ANGELES COUNTY AND
THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR
SERVICES TO HOMELESS CalWORKs FAMILIES
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached sole source contract with the Los Angeles Homeless Services Authority (LAHSA), commencing on July 1, 2007, or the day after Board approval, whichever is later, through June 30, 2008, with County options to extend for two additional one-year terms, for the provision of services under the Homeless CalWORKs Families Project (HCFP) to homeless CalWORKs Welfare-to-Work (WtW) participants. The maximum contract sum is \$2,005,252 and is included in the Department's FY 2007-2008 proposed budget. The maximum annual contract amount for each of the one-year extensions is \$2,005,252.
2. Delegate authority to the Director of the Department of Public Social Services (DPSS), to exercise the County's option to extend the contract for two additional one-year terms, at the projected cost of \$2,005,252 per fiscal year, in accordance with the terms of the contract.
3. Delegate authority to the Director of DPSS, to prepare and sign amendments to the above contract for any cumulative increase or decrease, of no more than 15 percent of the total original contract amount when the change is necessitated by

additional and necessary services that are required in order for the Contractor to comply with changes in federal, State, or County requirements. The approval of the Chief Administrative Office (CAO) and County Counsel will be obtained prior to executing such amendments, and the Director of DPSS will notify the Board and the CAO in writing within ten (10) business days after execution.

4. Delegate authority to the Director of DPSS, to provide Contractor with advance payments to cover Contractor's operational/administrative costs. The advance payment will not exceed one-twelfth of the contract amount or \$167,104 and County shall fully recoup all advances in the current fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract with LAHSA will continue to provide transportation, crisis intervention referrals, emergency shelter, transitional housing, emergency supplies (diapers, hygiene products, infant items, and clothing) and permanent housing resources to families participating in the project. The families must be aided on CalWORKs, and the adult on the case must be aided/time-limited, and employed or participating in WtW activities.

On June 27, 2006, your Board approved a Motion which instructed DPSS to conduct a feasibility study to determine if all services provided by LAHSA in conjunction with the County could be assumed by a County Department. LAHSA and the participating County Departments agreed that LAHSA staff should discontinue their participation with the Skid Row Outreach Team (SROT) as a result of the feasibility study.

The contract reflects the discontinuance of LAHSA staff from participating in the SROT. LAHSA SROT staff, along with the associated FY 2007-2008 funding in the amount of \$105,252 will transfer to the HCFP contract from the Outreach and Emergency Shelter Services (OESS) contract. The HCFP contract previously allocated two (2) LAHSA staff to each of six project sites with a projected caseload of fifty (50) families each. However, at the Department of Mental Health's (DMH) project site, the caseload increased to one hundred (100) families necessitating two (2) additional staff for the HCFP program.

Implementation of Strategic Plan Goals

The contract is consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being: to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five (5) outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum annual cost of the contract is \$2,005,252. This amount includes the cost associated with the redeployment of LAHSA SROT staff from the OESS Contract.

The cost of the contract is fully funded with CalWORKs Single Allocation. Funding for this contract is included in the FY 2007-2008 Proposed Budget. Funding for the future fiscal years will be included in the Department's Budget Requests. There is no additional Net County Cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met.

The maximum annual contract cost for each of the two one-year period extensions, if exercised, is \$2,005,252 and will be included in DPSS' budget request. All of the advances will be recouped in the current fiscal year, or upon termination of the agreement, whichever occurs first.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of this contract is to connect homeless CalWORKs families with public benefits, mental health services and to assist them in finding permanent housing. The families must be aided on CalWORKs, and the adult on the case must be aided/time-limited, and employed or participating in WtW activities (to qualify for Single Allocation funding). LAHSA will assist CalWORKs families by providing transportation, crisis intervention referrals, emergency shelter, transitional housing, emergency supplies (diapers, hygiene projects, infant items, clothing), and permanent housing resources.

The award of this contract will not result in unauthorized disclosure of confidential information and is in full compliance with federal, State and County regulations.

The Contractor will not be asked to perform services which will exceed the contract's scope of work and/or term of the contract.

California Government Code Section 11019.5(e) provides that the County, upon determining that an advance payment is essential for the effective implementation of particular programs, to the extent funds are available, and not more than once each month, may advance to other affected local public agencies located within its jurisdiction, an amount not to exceed one-twelfth of the annual allocations (\$2,005,252), reimbursements, or subventions required for the delivery of services, pursuant to related federal and State law.

The CAO has approved the contract provisions for amendments to increase the contract amount when the increase is necessitated by additional and necessary services.

The scope of the delegated authority to amend the contract has been approved by County Counsel.

The contract is in compliance with all Board and CAO requirements and has been approved as to form by County Counsel.

CONTRACTING PROCESS

This sole source contract will be procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulation Section 23-650.1.12, which allows for non-competitive contracting with public agencies.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

IMPACT ON CURRENT SERVICES

The contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract will not result in reduced services.

CONTRACT PERFORMANCE

The Department's quarterly monitoring in the areas of fiscal, administrative, and service delivery and LAHSA's performance is monitored through an evaluation of their Monthly Management Reports (MMRs). LAHSA's overall performance, from December 2004 through May 2007 was satisfactory.

The contract's current Performance Outcomes Measures included the provision that families are to be placed in emergency shelter within one day of the request and to transport families to the Department of Public Social Services and the Department of Mental Health in a timely manner. Through quarterly monitoring of case records, LAHSA continues to perform satisfactorily.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return four (4) adopted stamped Board Letters and four (4) original signed copies of the contract to the Director of DPSS, and one (1) adopted, stamped copy to:

Office of the County Counsel
Social Services Division
Attn: Diane Cachernaut
500 W. Temple Street, #602
Los Angeles, CA 90012

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "P.L. Browning", with a long horizontal flourish extending to the right.

Philip L. Browning
Director

PLB:srg

Enclosures

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
FOR
HOMELESS CALWORKS FAMILIES PROJECT (HCFP)**

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

July 2007

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY

This Contract and Attachments is made and entered into this _____ day of _____ 2007, by and between the County of Los Angeles, hereinafter referred to as the County and Los Angeles Homeless Services Authority (LAHSA), hereinafter referred to as Contractor. LAHSA is located at 453 South Spring Street, Los Angeles, California 90013.

RECITALS

WHEREAS, Contractor is a local government agency and is qualified to provide emergency assistance intermediary services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services, and,

WHEREAS, County finds it necessary to secure such professional services; and

WHEREAS, County has determined that it is feasible to obtain such services by this Contract; and

WHEREAS, Contractor has agreed to provide County with such services and based upon non-competitive negotiations under the Title 45 Code of Federal Regulations, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, Contractor has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, or the content or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Attachments, or between Attachments, said conflict or

inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- Attachment A Statement of Work and Technical Exhibits
- Attachment B Los Angeles Homeless Services Authority Budget
- Attachment C Contractor's EEO Certification
- Attachment D Bidder's/Offeror's Nondiscrimination in Svcs Certification
- Attachment E Certification of No Conflict of Interest
- Attachment F Charitable Contributions Certification
- Attachment G Contractor Employee Acknowledgment and Confidentiality Agreement
- Attachment H Contractor Employee Jury Service Ordinance
- Attachment I Contractor Employee Jury Service Program – Certification Form & Application for Exception
- Attachment J Contractor Invoice Format
- Attachment K Contract Process Civil Rights Complaints Flow Chart
- Attachment L Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Agreement
- Attachment M Complaint of Discriminatory Treatment Form
- Attachment N Contractor's Administration
- Attachment O County's Administration
- Attachment P IRS Notice 1015
- Attachment Q Monthly Management Report Format
- Attachment R Safely Surrendered Baby Law Fact Sheet

This Contract and the Attachments hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid

unless prepared pursuant to Sub-paragraph 9.1, Amendments/Change Notices and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

Agency Senior Executive: The individual designated in Section 9, Paragraph 9.49.3 to receive official notices on behalf of the Contractor.

Board of Supervisors: The Board of Supervisors is the governing body of the County of Los Angeles.

Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for issuance and performance of the Statement of Work, Attachment A.

Contract Manager: The individual designated by the Contractor to administer the contract operations after the contract award.

Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

Contractor Project Director: The individual designated by the Contractor to administer the Contract operations after the Contract award.

County Contract Administrator (CCA): Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

County Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator.

Day(s): Calendar day(s) unless otherwise specified.

Department of Public Social Services (DPSS): County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

Director: The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

Fiscal-Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

Subcontractor: An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work.

3.0 SCOPE OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein the Statement of Work, Attachment A.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence on July 1, 2007, or the day after Board of Supervisor's approval, whichever is later, and shall continue through June 30, 2008.

4.2 The term of this agreement may be extended beyond the stated expiration date, for up to two one-year periods, to be exercised by written notice by the Director to Contractor, prior to the expiration date, after Chief Administrative Office approval, subject to available funding.

4.3 The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Attachment O, County's Administration.

5.0 CONTRACT SUM

5.1 The maximum amount of the Contract for the Homeless CalWORKs Families Projects' is two million five thousand two hundred fifty-two dollars (\$2,005,252).

The maximum amount payable under this Contract, for each of the two one-year periods, shall not exceed two million five thousand two hundred fifty-two dollars (\$2,005,252), hereinafter referred to as maximum annual contract sum as in Attachment B, Los Angeles Homeless Services Authority Budget.

- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.
- 5.4 Invoicing and Payments**
- 5.4.1** From July 1, 2007 through June 30, 2008, Contractor shall invoice County for service rendered pursuant to Attachment A, Statement of Work. County shall pay Contractor for the services pursuant to Section 5.0, Sub-paragraphs 5.1 and 5.4.
- 5.4.2** The Contractor shall invoice the County on a monthly basis, by the 25th day of each month for the previous month's actual costs of services rendered, using an invoice similar to that shown as Attachment J, Homeless CalWORKs Families Homeless Projects Monthly Invoice and Attachment Q, Homeless CalWORKs Families Projects Monthly Management Report. The invoice shall specify the actual administrative and direct services costs, including motel/hotel housing vouchers, bus tokens and/or client supplies.
- 5.4.3** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Attachment B, Los Angeles Homeless Services Authority Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

- 5.4.4** Contractor shall prepare and submit monthly invoices in the format similar to Attachment J, Contract Invoice Format each in an original and one copy, to the County Contract Administrator (CCA) within twenty-five (25) calendar days following the end of the month which services were provided or payment may be delayed. Contractor shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA. The Contractor's invoices shall be priced in accordance with Attachment B, Los Angeles Homeless Services Authority Budget. The Contractor shall submit an original and one copy of the invoice, back-up documents and the Monthly Management Report to:

**Department of Public Social Services
Sheri Ramirez-Garcia, County Contract Administrator
Contract Management Division, Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA. 91746-3411**

- 5.4.5** After Contractor submits its final invoice, including any adjustments for prior months, if County determines that Contractor has been underpaid, County shall pay Contractor's approved final invoice within 30 calendar days of receipt of invoice and determination funds owed to Contractor. If County determines that Contractor has been overpaid, Contractor shall pay County within 30 days of receipt of invoice. If Contractor does not agree on the amount owed, County and Contractor shall meet within 10 calendar days and resolve the disagreement.
- 5.4.6** The final invoice shall be due no later than July 15, 2008. County shall not be liable for final invoice received more than twenty (20) calendar days following final invoice due date.
- 5.4.7** Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of Contractor's performance, under the contract, except for any claims specifically described in detail in such release.
- 5.4.8** County shall have no requirement for payment other than as set forth in this Contract.

- 5.4.9** The Contractor's invoices shall contain the information set forth in Attachment A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.10** All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.
- 5.4.11** Subject to the County's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination:
- 5.4.11.1** Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 5.4.11.2** Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 5.4.12** Subject to non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the County's legal requirements for services, Contractor shall, upon receipt of notice of termination, comply with the terms stated in 5.4.11.1 and 5.4.11.2 in the above paragraphs.

- 5.4.13 Payment to the Contractor will be made monthly in arrears in the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.
- 5.4.14 If this Contract is awarded to a Federal, State or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.
- 5.4.15 If this Contract is terminated for convenience of County, per Section 9.0, Sub-paragraph 9.63 Termination for Convenience of County, or a new contract does not continue the services of this contract beyond June 30, 2008, Contractor shall not perform work after termination date of contract and County shall not be responsible for payment.
- 5.4.15.1 The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.
- 5.4.15.2 Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract.
- 5.4.16 The County shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.

6.0 ADVANCES AND SETTLEMENTS

It is the intent of County to provide Contractor advance funds to enable Contractor to make payments, and to cover Contractor's operational/administrative services.

- 6.1 Contractor may submit up to three (3) invoices for advance payments for operational/administrative costs. Each invoice for advance payment

shall not exceed one-twelfth of the entire contract amount (\$2,005,252) of the current fiscal year, or one hundred sixty-seven thousand, one hundred and four dollars (\$167,104). The final invoice for advance payments shall be submitted no later than March of the current fiscal year and shall not exceed one-twelfth of the annual contract amount.

- 6.2 County shall recoup all advances by June 30th of the current fiscal year, by offsetting the advances from the Contractor's invoices received in April, May and June of the current fiscal year. If any additional recouping is necessary after the invoice received in June of the current fiscal year, Contractor shall pay the balance to the County within three (3) business days of the final determination by County, but not later than June 30th of the current fiscal year.

7.0 ADMINISTRATION OF CONTRACT – COUNTY

County Administrator

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Attachment O, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.1 County Contract Administrator (CCA)

The responsibilities of the County Contract Administrator (CCA) include:

1. ensuring that the objectives of this contract are met;
2. providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
3. meeting with Contractor's Project Manager on an as needed basis; and
4. monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

7.2 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Contract Administrator.

8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

8.1 Contractor's Project Director

- 8.1.1 The Contractor's Project Director is designated in Attachment N, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.
- 8.1.2 The Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with CCA and County's Contract Project Monitor on a regular basis.
- 8.1.3 The Contractor's Project Director must have a minimum three (3) years of case management experience, or experience substantially similar to these services. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

8.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

8.3 Contractor's Staff Identification

- 8.3.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- 8.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and immediately destroy the staff's specified photo identification badge at the time of removal from the County contract.
- 8.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the contract.

8.4 Background and Security Investigations

- 8.4.1** At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 8.4.2** County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.
- 8.4.3** County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 8.4.4** Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 8.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.5 Confidentiality

- 8.5.1** The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 8.5.2** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.5.3** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement, Attachment G.

- 8.5.4 Under applicable law, including without limitation (California Welfare and Institutions Code Sections 10850 et seq. and 17006), all of the welfare case records and information pertaining to individuals receiving aid are confidential and no information related to any individual welfare case records or welfare cases shall be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated.

9.0 **TERMS AND CONDITIONS**

The Parties may change through negotiation any portion of the work required under this Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

9.1 **AMENDMENTS/CHANGE NOTICES**

- 9.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.
- 9.1.2 The County's Board of Supervisors or Chief Administrative Officer (CAO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CAO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 9.1.3 The DPSS Director, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 9.1.4 The County reserves the right to initiate Change Notices and Amendments that do not affect the contract term, contract sum, or payments, or other material term of the contract. All such changes shall be accomplished with an executed Change

changes shall be accomplished with an executed Change Notice signed by the Contractor and by CCA.

9.1.5 The DPSS Director may prepare and sign amendments to the contract without further action by the County Board of Supervisors under the following conditions:

9.1.5.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

9.1.5.2 DPSS Director may, without further action by County's Board of Supervisors prepare and sign amendments to this contract which increase or decrease payments to Contractor which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:

1. County's total payments to Contractor shall not increase or decrease more than 15% per year; and
2. in the aggregate above the original maximum contract sum during the term of this contract.

9.1.5.3 DPSS shall obtain the approval of County Counsel and CAO for an amendment to this Contract.

9.1.5.4 DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and CAO within fifteen (15) days after execution of each amendment.

9.1.5.5 The County Board of Supervisors and the State of California have appropriated sufficient funds.

9.1.5.6 Any increase in any specific administrative fees established under Section 5.0, Contract Sum, shall not exceed fifteen percent (15%) annually and must be fully financed by State and federal funds. Any negotiated Contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for Contractor to comply with changes in federal, State or County requirements.

9.2 ASSIGNMENT AND DELEGATION

- 9.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 9.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 9.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.3 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either:

1. repaid forthwith by the Contractor to County by cash payment, or
2. at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise.

If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

County will notify Contractor of any audit dispute and permit Contractor to participate in any response. Nothing in this section constitutes a waiver of Contractor's rights and remedies.

9.4 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

9.5 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9.6 CHANGES OF ADDRESS

Either party can designate a new address by giving written notice to the other party.

9.7 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

9.7.1 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.7.2 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

9.8 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

9.9 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

9.9.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.

9.9.2 The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 9.9.3 If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 9.9.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 9.9.5 The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 9.9.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 9.9.7 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

9.10 COMPLIANCE WITH APPLICABLE LAW

- 9.10.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 9.10.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.11 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assumes that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Attachment C, Contractor's EEO Certification.

9.11.1 In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. Contractor shall comply with the terms of the Resolution Agreement as set forth in Attachment L, and as directed by DPSS. Contractor shall sign and return the Resolution Agreement with this Contract.

9.11.2 County will provide civil rights complaint forms, PA 607, to Contractor for use by CalWORKs participants in reporting civil rights complaints.

9.11.3 All civil rights complaints shall be sent directly to:

County of Los Angeles
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: Civil Rights and Language Services

9.11.4 CONTRACTOR shall, upon receipt of notice from County, withhold all CalWORKs referrals to any provider who is deemed to be acting in a discriminatory manner.

9.12 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.12.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachments H and I and incorporated by reference into and made a part of this Contract.

9.12.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have

and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
 - i. the lesser number is a recognized industry standard as determined by the County, or
 - ii. Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that Contractor

either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.13 CONFLICT OF INTEREST

9.13.1 No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.13.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

9.14 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.15 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 9.15.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 9.15.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9.16 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

9.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

9.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.16.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

1. violated a term of a contract with the County or a nonprofit corporation created by the County;
2. committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same;
3. committed an act or offense which indicates a lack of business integrity or business honesty; or
4. made or submitted a false claim against the County or any other public entity.

9.16.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:
 - i. elimination of the grounds for which the debarment was imposed;
 - ii. a bona fide change in ownership or management;
 - iii. material evidence discovered after debarment was imposed; or
 - iv. any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where:
 - i. the Contractor has been debarred for a period longer than five (5) years;
 - ii. the debarment has been in effect for at least five (5) years; and
 - iii. the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed

decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.17 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

9.18 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

9.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal

Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.19 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

- 9.19.1** The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 9.19.2** The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract.
- 9.19.3** The Contractor shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment G. By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

9.20 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

9.21 COUNTY AUDITING OF CONTRACTOR RECORDS

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.22 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as specified in this Contract.

9.23 COVENANTS AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

9.24 CRIMINAL CLEARANCES

- 9.24.1** For the safety and welfare of the children to be served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 9.24.2** Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.
- 9.24.3** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm

to children, or any crime involving conduct inimical to the health, moral, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368 (b), 647(a) (b), 647.6, and 667.5 (c).

9.25 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 9.25.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 9.25.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.26 DISCLOSURE OF INFORMATION

- 9.26.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:
1. Contractor shall develop all publicity material in a professional manner.
 2. During the term of this Contract, the Contractor shall not authorize, its employees, agents, and Subcontractors, to publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
 3. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

4. Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 9.26 shall apply.
5. The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

9.27 DISPUTES

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the DPSS Director or his designee, and the Director's or his designee's decision shall be final.

9.28 EMPLOYMENT ELIGIBILITY VERIFICATION

9.28.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

9.28.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.29 EMPLOYEE SAFETY

The Contractor will assure that the Contractor's employees:

- 9.29.1** Are covered by an effective Injury and Illness Prevention Program.
- 9.29.2** Receive all required general and specific training on employee safety.

9.30 FACSIMILE REPRESENTATION

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments/Change Notices prepared pursuant to Sub-paragraph 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.31 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.32 FISCAL ACCOUNTABILITY

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A- 87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations and OMB Circular A-133 Audits for States, Local Governments and Non-Profit Organizations.

9.33 FORCE MAJEURE

Except with respect to defaults of any Subcontractor(s) Contractor shall not be liable for such excess costs, penalties, liquidated damages, nor

shall it be considered in default of any obligation hereunder, if its failure to perform this contract arises out of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by Contractor or any of Contractor's Subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be beyond the control and without fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess cost for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure event. As used in this Paragraph 9.33, the term "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

9.34 GOVERNMENT OBSERVATIONS

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor performance.

9.35 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.36 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.37 INDEPENDENT CONTRACTOR STATUS

- 9.37.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.37.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 9.37.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 9.37.4** The Contractor shall adhere to the provisions stated in Sub-paragraph 8.5 - Confidentiality.

9.38 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.38.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Department of Public Social Services
Attn: Maria P. Rodriguez, Director
Contract Management Division, Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746**

prior to commencing services under this Contract. Such certificates or other evidence shall:

1. Specifically identify this Contract;
2. Clearly evidence all coverage's required in this Contract;
3. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
5. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.38.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

9.38.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend

this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

9.38.4 Notification of Incidents, Claims or Suits Contractor shall report to the County

1. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
2. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
3. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.38.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

9.38.6 Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. The Contractor providing evidence of insurance covering the activities of Subcontractors; or
2. The Contractor providing evidence submitted by

the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

9.39 INSURANCE COVERAGE REQUIREMENTS

9.39.1 General Liability

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

9.39.2 Automobile Liability

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

9.39.3 Workers' Compensation and Employers' Liability

Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

9.39.4 Property Coverage:

Personal property insurance endorsed naming the County of Los Angeles as loss payee, providing deductibles of no greater than 5% of the property value, and providing special

form ("all-risk") coverage of the full replacement value of County-owned or leased property. This coverage shall apply to the County property described in Section 3.1.1 of the Statement of Work.

9.39.5 Crime Coverage:

Insurance protecting against Employee Dishonesty with limits not less than \$100,000 per occurrence covering against loss of money, securities or other property referred to in this Agreement, and naming County as loss payee.

9.39.6 Compensation for County Costs:

In the event that Contractor fails to comply with any of the indemnification or Contractor insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

9.40 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

9.40.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

9.40.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County's Board of Supervisors.

9.40.3 County shall immediately notify Contractor in writing of such non-appropriation at the earliest possible date.

9.40.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section 9.63 shall apply.

9.41 LIQUIDATED DAMAGES

9.41.1 If, in the judgment of the DPSS Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

9.41.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director may:

1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit, Section 4.3 and Attachment A, Technical Exhibit 10.1, Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
3. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.41.3 The action noted in Sub-paragraph 9.41.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

provided by law or as specified in the PRS or Sub-paragraph 9.41.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.42 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

9.43 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 9.43.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.43.2** The Contractor shall certify to, and comply with, the provisions of Attachment C, Contractor's EEO Certification.
- 9.43.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.43.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 9.43.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 9.43.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 9.43 when so requested by the County.
- 9.43.7 If the County finds that any provisions of this Sub-paragraph 9.43 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 9.43.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

9.44 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

9.45 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

9.46 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Administrator and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator or County's Project Director is not able to resolve the dispute, the DPSS Director, or his/her designee, shall resolve it.

9.47 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Tax Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Notice No. 1015, Attachment P.

9.48 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment R, Safely Surrendered Baby Law Fact Sheet, and is also available on the Internet at www.babysafela.org for printing purposes.

9.49 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachments O, County's Administration and N, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The DPSS Director, or his/her designee, shall

have the authority to issue all notices or demands required or permitted by the County under this Contract.

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.49 when so requested by the County.

9.49.1 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give five (5) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

9.49.2 Delivery of Notices

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 9.49 when so requested by the County. Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

9.49.3 Notices to the Contractor

Any such notice and the envelope containing same notice shall be addressed to the Contractor at its place of business.

**Rebecca Isaacs, Executive Director
Los Angeles Homeless Services Authority
453 South Spring Street - 12th Floor
Los Angeles, California 90013**

9.49.4 Notices to the County

Notices and envelopes containing same notice to the County shall be addressed to:

**Department of Public Social Services
Attn: Maria P. Rodriguez, Director
Contract Management Division, Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

9.49.5 Changes of Address

Either party can designate a new address by giving timely written notice to the other party.

9.49.6 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

9.49.7 Notice of Problems/Delays

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), of confirming corrective action to the satisfaction of the party that originated the notice.

9.49.8 Verbal Contract Discussions

The Contract Manager, or alternate designated in writing to act in Contractor's behalf, shall respond to CCA or alternate verbal inquiries within twenty-four (24) hours, excluding weekends and holidays.

9.50 OWNERSHIP OF EQUIPMENT

County shall be the sole owner of any equipment purchased under this Contract by CONTRACTOR with County/State appropriated funds or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract. Upon termination of the Contract said equipment shall be transferred to County.

9.51 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Technical Exhibit 10.1, Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 9.64, Termination for Default. This Section 9.51 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per Section 9.63, Termination for Convenience of County.

9.52 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

9.53 PROPRIETARY RIGHTS

County shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, computer tapes and programs, and deliverables which have been prepared, developed or maintained by Contractor pursuant to this Contract and paid for with funds from this Contract.

9.54 PROVIDER COMPLIANCE

- 9.54.1** Mandatory standards and policies relating to energy efficiency in the state energy conservation plan, (Title 24, California Administrative Code).
- 9.54.2** Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- 9.54.3** Contracts in excess of \$10,000, requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41CFR Part 60).

9.55 PUBLIC RECORDS ACT

- 9.55.1** Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Sub-paragraph 9.56, Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 9.55.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

9.56 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for

travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.56.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

9.56.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.56 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.56.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

9.57 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

9.58 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

9.59 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that:

1. such employee has violated such rules or regulations; or
2. such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

9.60 SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-paragraph 9.60 of this Contract are to be maintained for a period of five (5) years.

9.61 SUBCONTRACTING

- 9.61.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior

consent of the County may be deemed a material breach of this Contract.

- 9.61.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
1. A description of the work to be performed by the subcontractor;
 2. A draft copy of the proposed subcontract; and
 3. Other pertinent information and/or certifications requested by the County.
- 9.61.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 9.61.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.61.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 9.61.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 9.61.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.61.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Department of Public Social Services
Attn: Maria P. Rodriguez, Director
Contract Management Division, Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

before any Subcontractor employee may perform any work hereunder.

- 9.61.9** In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

9.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 9.18, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Sub-paragraph 9.64, Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

9.63 TERMINATION FOR CONVENIENCE OF COUNTY

- 9.63.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 9.63.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in such notice, and

2. Complete performance of such part of the work, as shall not have been terminated by such notice.

9.63.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 9.56, Record Retention and Inspection/Audit Settlement.

9.64 TERMINATION FOR DEFAULT

9.64.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

1. Contractor has materially breached this Contract; or
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.64.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 9.64.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

9.64.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 9.64.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual

sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 9.64.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 9.64.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 9.64, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 9.64, or that the default was excusable under the provisions of Sub-paragraph 9.64.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.63, Termination for Convenience of County.
- 9.64.5** The rights and remedies of the County provided in this Sub-paragraph 9.64 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.65 TERMINATION FOR IMPROPER CONSIDERATION

- 9.65.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.65.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.65.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

9.66 TERMINATION FOR INSOLVENCY

9.66.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

9.66.2 The rights and remedies of the County provided in this Sub-paragraph 9.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.67 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material

breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

9.68 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

9.69 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 9.69 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.70 WARRANTY AGAINST CONTINGENT FEES

9.70.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

9.70.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chairman, and the seal of said Board hereto affixed and attested by the Chairman and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officer(s), on this 12th day of July, 2007. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

CONTRACTOR:

COUNTY OF LOS ANGELES

By Melanie Davis
Name
EXECUTIVE DIRECTOR
Title
95-4498834
Tax Identification Number

By Ben Yarraslaugh
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By [Signature]

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

By David Beaudet
David Beaudet
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52

JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

#52 JUN 12 2007

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ATTACHMENT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving

these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service and Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1.0 GENERAL

1.1 SCOPE OF WORK

Contractor shall provide all management/administrative services necessary for continued service for the Homeless CalWORKs Families Project. The Homeless CalWORKs Families Project consists of six project sites: Metro Family, El Monte, Pomona, Norwalk, South Central and East Valley DPSS CalWORKs district offices, located in one of each Supervisorial Districts I, II, III, IV and V.

Participants are eligible to participate in the Homeless CalWORKs Families Project only if they: have an active CalWORKs case, or the participant is currently in the Project and the CalWORKs case is terminated due to excess income, and the participant is in an open Post Employment Services (PES) component; participate in the Greater Avenues for Independence (GAIN) Program; and have a mental health service need. The County will determine the eligibility of the families who will participate in the program.

1.1.1 Emergency Shelter Limit for Homeless CalWORKs WtW Participants

This project is funded by CalWORKs Single Allocation that limits emergency shelter for Homeless CalWORKs WtW participants to a **total of 120 days**. The 120-day limit applies to participants who participate in both the HCFP and Outreach and Emergency Shelter Services (OESS) administered by the Contractor for the County. For example, a homeless CalWORKs WtW family who receives 80 days of emergency shelter while participating in the HCFP can also receive up to 40 days of emergency shelter while participating in OESS, for a total of 120 days.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County on all policies, procedures, requirements, performance, and information pertaining

to the Contract. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor Contractor's performance in the daily operation of this Contract, and for confirming that the technical standards and requirements of this Contract are met.
- 1.2.1.2 The CCA shall provide direction to Contractor in areas relating to policy, information and procedural requirements. The CCA shall negotiate with Contractor on changes in service requirements according to Section 9, Sub-paragraph 9.1, Amendments/Change Notices.
- 1.2.1.3 The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever.
- 1.2.1.4 DPSS will inform Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

The QAE is responsible for the quality monitoring of Contractor's performance. The QAE may or may not be the same person as the CCA.

1.2.3 Project Director

The Project Director or alternate is responsible for working with Contractor's staff on individual family cases and will work to resolve any problems or issues involved.

The Project Director shall work with Contractor Contract Manager, or alternate on problems involving Contractor's staff whom the Project Director determines is not performing satisfactorily.

The Project Director shall report to the CCA any problem that Contractor and the Project Director are not able to resolve.

Project Director is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate DPSS in any way whatsoever.

1.2.4 Eligibility Worker

The Eligibility Worker determines eligibility and maintains case records for participants in the Homeless CalWORKs Families Project, and attends weekly and monthly case managers' meetings. Works directly with GAIN Service Worker to ensure the family remains WtW compliant and/or resolve any GAIN related issue.

1.2.5 GAIN Services Worker

The GAIN Services Worker orients participants to the GAIN Program and its benefits/requirements, ensures that participants complete the Welfare-to-Work contract, refers participants to Job Club and specialized supportive services, assists families with money for transportation, ancillary supplies and/or child care, remains in constant communication with staff in the Department of Mental Health that are involved in the Homeless CalWORKs Families Project, and attends weekly and monthly case managers' meetings. Works directly with Eligibility Worker to ensure the family receives appropriate benefits, remains CalWORKs eligible and/or resolve any case related issues.

1.3 CONTRACTOR PERSONNEL

1.3.1 Agency Senior Executive

This Senior Executive shall be the official named in Section 9, Sub-paragraph 9.49.3 of this Contract for receipt of official notices.

1.3.2 Project Director

Contractor shall provide a Project Director who will act as liaison with the County and be responsible for the oversight of all work performed for the project. The Project Director shall have full authority to act for the Contractor on all matters relating to the daily operation of the project.

1.3.3 Contract Manager

Contractor shall provide a Contract Manager who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager is responsible for oversight, negotiation and compliance aspects of the contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for Contractor on all Contract matters relating to the management, coordination and compliance matters associated with this Contract.

The Project Director and Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.

Contractor's Project Director and one Contract Manager are not authorized to make any changes in the Terms and Conditions of the Contract and are not authorized to obligate Contractor to DPSS in any way whatsoever.

1.4 QUALITY ASSURANCE

County shall monitor Contractor's performance under this Contract using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in this Contract.

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

The CCA and/or QAE and Contractor will make every effort to resolve minor discrepancies during the monitoring visit.

1.4.1 Government Observations

Federal, State and/or County personnel approved by County administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time

during hours of operation as defined in Section 1.5. However, these personnel may not unreasonably interfere with Contractor performance.

1.4.2 Monitoring Hours

Contractor shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on County recognized holidays.

1.4.3 Case Discrepancy Reports

When County monitors Contractor's performance under the terms of this Contract, County will issue Case Discrepancy Reports (Technical Exhibit 10.2) to Contract Manager when it is determined minor case infractions have occurred.

1.4.4 Contract Discrepancy Reports

In the event of a serious discrepancy, the CCA and/or QAE will issue a Contract Discrepancy Report (Technical Exhibit 10.3) to the Contract Manager. The Contract Manager shall respond in writing to the Contract Discrepancy Report within ten (10) business days from the date of receipt of the Report.

1. If Contractor agrees with the finding in the Contract Discrepancy Report, Contractor shall respond with a Corrective Action Plan, including a statement that Contractor agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to County, or a mutually agreed upon revision is acceptable to County, the discrepancy shall be considered resolved.
2. If Contractor does not agree with the finding in the Contract Discrepancy Report, Contractor shall respond with a Request for Dispute Resolution, including a statement that Contractor does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that Contractor and/or County take to resolve the dispute.
3. In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either

sign the minutes within five (5) business days of presentation of the minutes, or present

4. Contractor's version of the minutes to the CCA. The Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution they shall put the resolution down in writing in the minutes and both sign the minutes.
5. If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to the Agency Senior Executive and DPSS Director or designee, who shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).
6. The decision of the DPSS Director shall be final.
7. Any Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors with recommended remedial actions.
8. If the dispute is not eventually resolved to the County's satisfaction, County may terminate this Contract or impose other actions as specified in this Contract, in which event Contractor's rights and remedies under law are preserved, including a claim of breach of Contract.

1.5 HOURS OF OPERATION

1.5.1 Public Access Hours

Contractor's main office shall be open from 8:00 a.m. to 5:00 p.m. Monday-Friday, except for County-recognized holidays. Main office telephones shall be staffed during all Contractor Public Access Hours. Contractor shall have staff available to respond to calls in English and Spanish during all Public Access Hours.

1.5.2 County Contact Hours

Contractor Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of CCA or alternate, except on County-recognized holidays. The CCA shall provide lists of County holidays when this Contract is approved and at the beginning of each calendar year during the term of this Contract.

2.0 DEFINITIONS

- 2.1 Acceptable Quality Level (AQL) - A measure to express the allowable variance from the Agreement Standard, before County determines performance to be unsatisfactory.
- 2.2 Appeal - An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the County which the participant feels is unwarranted.
- 2.3 Appeals and State Hearings (ASH) - The section within DPSS that represents the County at all State Hearing Proceedings.
- 2.4 Applicant - A person whose public assistance application is pending.
- 2.5 Assistance Unit (AU) - Per State regulations AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs by the case carrying EW.
- 2.6 Bureau of Administrative Services - A bureau within DPSS responsible for development, management and monitoring of DPSS contracts.
- 2.7 Bureau of Program and Policy - A bureau within DPSS responsible for administration and supervision of the CalWORKs Program in Los Angeles County.
- 2.8 CalWORKs Program - The State's mandated public assistance program to provide financial assistance, social services, and employment services to families with dependent children.
- 2.9 Case Discrepancy Report - Notification to Contractor of infractions found in the monitoring review of the agency's financial records, agency's employee records, or through interviews with participants and/or providers.
- 2.10 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with Contractor's performance.
- 2.11 Eligibility Worker (EW) - The DPSS employee responsible for determining the eligibility of applicants and participants to CalWORKs.
- 2.12 Equipment - Any item purchased/leased which costs \$500.00 or more and has a useful life of more than two years.

- 2.13 GAIN Program - Acronym for Los Angeles County's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.14 GAIN Services Worker (GSW) - A DPSS or contracted employee who works with participants enrolled in the GAIN Program.
- 2.15 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.16 Participant - An individual who is receiving assistance through the CalWORKs Program.
- 2.17 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.18 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by County to assure Contract performance standards are met by Contractor.
- 2.19 Quality Assurance Surveillance Plan (QASP) - A plan of action taken by County for monitoring Contractor's performance.
- 2.20 Quality Assurance Program - All necessary measures taken by Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.21 Random Sample - A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.
- 2.22 Sample Size - The number of units or services to be checked in a given time period.
- 2.23 Standard - The acceptable level of performance set by County for performing a contracted service or activity.
- 2.24 Statement of Work - This contract's requirements for provision of transportation and emergency and transitional housing, the standards associated with those services, and the methods for monitoring Contractor's performance.

- 2.25 Welfare-to-Work Plan - The Contract between DPSS and a participant that states what Welfare-to-Work activities will be completed by a participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.26 Welfare-to-Work Program - A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

3.0 COUNTY FURNISHED ITEMS

3.1 Computer Equipment

- 3.1.1 County shall permit Contractor to use the computer equipment that was used under Contract Number 74159 with Contractor for the Emergency Assistance to Prevent Eviction and Moving Assistance Programs. The equipment that remains in the possession of Contractor and shall be used for the Homeless CalWORKs Families Projects is 1 FAX Machine.

3.2 Training

- 3.2.1 County shall arrange for the training of Contractor's staff on Civil Rights. This may be through direct training of Contractor's staff by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.
- 3.2.2 County may provide cultural awareness and sensitivity training, and materials to Contractor staff. If County provides such training, Contractor shall ensure that all Contractor staff are trained.

3.3 Materials

County shall provide for Contractor's use:

- 3.3.1 A list of County observed holidays.
- 3.3.2 A supply of civil rights complaint forms, PA 607, for use by CalWORKs participants in reporting civil rights complaints.
- 3.3.3 Upon request, DPSS Operations Handbook Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Service and all other documents referenced in this Contract with which the Contractor must comply.

4.0 CONTRACTOR FURNISHED ITEMS

4.1 General

Contractor shall furnish necessary personnel, space, equipment, supplies, and training except as provided by County, as specified in Section 4.3, to perform all services required by this Contract.

4.2 Staffing

4.2.1 Contractor shall provide staff with background experience and expertise to provide the services required in the Statement of Work.

4.2.2 Contractor shall provide bilingual staff to meet the needs of the County's CalWORKs participants receiving services from Contractor in the Homeless CalWORKs Families Project. When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands. Contractor may utilize an interpreter provided by the participant (e.g., a relative or friend), if the participant requests the use of a family member or a friend. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request.

4.2.3 Contractor shall have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other languages in which they are providing services. Contractor's methodology shall be shared with County upon request.

4.3 Computer Equipment, Supplies and Security

4.3.1 As determined by Contractor, Contractor shall provide necessary computer equipment and supplies (e.g., paper and printer ribbons), except as provided by County in Section 3.0. Contractor shall be responsible for all equipment costs (terminals, controller, etc.) incurred as a result of Contractor's request for additional equipment beyond that number included in the awarded contract.

4.3.2 Notwithstanding Section 3.0, Contractor shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of Contractor's request for equipment relocation, a move to another facility, an additional office or a new service site.

4.3.3 Contractor shall report to the CCA, the loss, vandalism or theft of County computer supplies and equipment within 24 hours after discovery. For stolen equipment, Contractor shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding week ends and holidays.

4.3.4 For equipment located at Contractor's facilities, Contractor shall provide all security for County computers and printers and computer access to ensure that the equipment is secure, and confidentiality of participants' records is maintained. Contractor shall provide security adequate to protect all County data in any media. Equipment must be secured to work stations in locked space. Data must be password protected to ensure only authorized staff have access.

4.4 Equipment

Contractor shall provide all equipment necessary to perform all services required by this Contract, except as identified in Section 3.1.

4.4.1 Specifically, Contractor shall provide sufficient telephone lines at its sites for participants, providers and DPSS staff to contact Contractor for the purpose of the Homeless CalWORKs Families Projects.

4.4.2 Contractor shall have responsibility for installation, repair and replacement of telephones and/or lines at Contractor's facility.

4.5 Site Preparation

Contractor shall be responsible for funding all site preparation costs. This includes any facility alterations and furniture upgrades to house the equipment.

5.0 SPECIFIC TASKS OF THIS STATEMENT OF WORK

5.1 Contractor

Contractor shall:

5.1.1 Continue to provide services to the participants who are currently being assisted in the Homeless CalWORKs Families Project.

5.1.2 Provide transportation to participants who are currently being assisted in the Homeless CalWORKs Families Project to DPSS

and DMH appointments, other County offices and social service agencies, with the exception of persons who are under the influence of alcohol and/or illegal substances, are combative, verbally abusive and/or are displaying behavior that is unsafe for project participants or LAHSA staff.

- 5.1.2.1** In order to promote each family's increased self-sufficiency, transportation services will be provided to families in the project until a determination is made by DMH, DPSS, and LAHSA at the case management team meeting that the family has attained sufficient stability in housing and has sufficient resources to provide for their own transportation. After such case determination has been made, LAHSA will only provide transportation to the family on an emergency basis as needed.
- 5.1.2.2** For families transported, Contractor shall have an adult family member complete and sign the Homeless CalWORKs Families Project Transportation Log (Exhibit 10.5, Transportation Log). Contractor shall attach the log to the MMR.
- 5.1.3** Provide transportation, crisis intervention referrals, emergency housing, transitional housing, emergency supplies (food items, diapers, hygiene products, cleaning products, infant items, clothing, identification, birth records and certificates and bus tokens.)
- 5.1.4** Assist identified CalWORKs families in securing emergency shelter, transitional housing and other appropriate resources.
- 5.1.5** Maintain close contact with the CalWORKs families and provide statistical information to the Department of Public Social Services by the twenty-fifth (25th) workday of the following month.
- 5.1.6** Recruit and maintain sufficient Subcontractors to provide emergency and transitional housing for the families. Subcontractors must be acceptable to DPSS Director, and Subcontracts must include the direct service provider requirements as specified.
- 5.1.7** Unless otherwise directed, solicit for subcontracted direct services through the open competitive process.

- 5.1.8 Monitor performance of subcontractors to ensure compliance with program requirements.
- 5.1.9 Issue bus tokens or transport families to emergency and/or transitional housing facilities, based on the families' needs and availability of transportation.
- 5.1.10 Maintain a database of homeless CalWORKs WtW families receiving emergency shelter in hotels/motels and/or emergency shelter facilities, to ensure that the 120-day limit for emergency shelter is not exceeded. County will not pay Contractor for providing shelter to homeless CalWORKs WtW families beyond the 120-day limit.

5.2 Performance Outcomes

Contractor shall ensure that:

- 5.2.1 All families who are currently being assisted in the Homeless CalWORKs Families Project are placed in emergency housing within one day of the request for housing.
- 5.2.2 All families who are currently being assisted in the Homeless CalWORKs Families Project requiring transportation to DMH, DPSS, CDC-Section 8, appointments are transported timely to ensure they meet their appointments on the scheduled dates/times.

6.0 APPEALS AND HEARINGS (ASH)

6.1 Public Hearings

Contractor shall participate in conciliation, grievance, state and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary. County shall provide Contractor notice of meetings at least three (3) business days prior to such meetings.

6.2 Litigation

Contractor shall notify County in writing of pending litigation on any case, within ten (10) calendar days of being notified of pending litigation.

County shall notify Contractor in writing of pending litigation on any case within ten (10) calendar days of being notified of pending litigation. Cases in litigation must be retained by Contractor for at least three (3) years after

the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to County by Contractor.

6.3 Hearing Decisions

Within 60 days of the start of this contract, County shall provide Contractor with an administrative release which gives Contractor directions and timeline information for implementing decisions of a hearing officer or the County ASH Unit, including any requirement to report to County action Contractor took to implement such decisions, and what Contractor should do if participant or provider does not cooperate with Contractor to resolve the hearing problem.

7.0 REPORTING TO DPSS

7.1 Monthly Management Report (MMR)

Contractor shall submit a MMR, Attachment Q to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service.

7.2 Monthly Complaint Log

Contractor shall submit its Monthly Complaint Log, Technical Exhibit 10.4 to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service.

7.3 Ad Hoc Reports

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County in a mutually agreeable time period.

8.0 FRAUD REFERRALS

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to Contractor prior to contract effective date) and any supplements or other issuances subsequently released. In those instances when County requests Contractor to make a fraud referral, (e.g., County Contract Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS CalWORKs Division. A copy of all other fraud referrals initiated by Contractor shall also be provided to the DPSS CalWORKs Division.

9.0 QUALITY ASSURANCE AND COMPLAINT SYSTEMS

9.1 Quality Assurance Plan

Under County Contract Number 75159 between County and Contractor for services, Contractor has provided and has in place a Quality Assurance Plan. Within ninety (90) days of the effective date of this Agreement, Contractor shall present to County a revised comprehensive Quality Assurance Plan, including both internal monitoring and staff training systems, to assure that the requirements of this Agreement are met, and that a consistently high level of services are provided throughout the term of this Agreement. All monitoring records shall be provided to County upon request. The Plan shall include, but not be limited to the following:

1. A monitoring system covering all services listed in Technical Exhibit 10.1, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
2. Monthly monitoring of employee files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Agreement do not present themselves by commission or omission as agents, employees, or representatives of DPSS. Monthly monitoring will include a focus on:
 - i. Number of participants transported.
 - ii. Number of hours spent transporting participants.
 - iii. Number of miles driven.
 - iv. Timeliness of responding to participants' requests for transportation.
 - v. Number of complaints received.
 - vi. Number of families who remain in emergency shelter beyond 30, 60 and 90 days.
 - vii. Contractor Employee Acknowledgement and Confidentiality Agreement, Attachment G, on file for each Contractors staff.
3. Record keeping of all monitoring conducted by Contractor, identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
4. Training plan for newly hired staff.

5. Plans for re-training staff who are found to have above average levels of errors, including inaccuracy or timeliness of transporting participants.
6. Samples of forms to be used in monitoring.
7. Samples or records to be maintained of staff training.

9.2 DPSS Received Complaints

County shall refer complaints related to the Homeless CalWORKs Families Projects to Contractor in writing for resolution. Contractor shall notify County in writing of the resolution within five (5) calendar days. County shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

9.3 Contractor Received Complaints

Contractor shall maintain a Monthly Complaint/Incident Log, Technical Exhibit 10.4 of all complaints or incidents related to the Homeless CalWORKs Families Projects received directly by Contractor. The log shall include incidents involving project participants, complaints about providers, about the Contractor or about other County Departments providing services in the CalWORKs Homeless CalWORKs Families Projects.

Complaints or incidents which indicate abuse, neglect or exploitation of children shall be referred by Contractor to the Department of Children and Family Services within 24 hours of receipt.

10.0 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 10.1 Ensure public contact staff attend the mandatory Civil Rights training provided by DPSS.
- 10.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 10.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.

- 10.4** Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
- 10.4.1** All Contractors must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
 - 10.4.2** All Contractors must maintain a log of civil rights complaints.
 - 10.4.3** Contractor Agreement Manager (CCM) will act as the Civil Rights Liaison (CRL) between the Agreemented agency and the County Contract Administrator (CCA) and Civil Rights & Customer Relations (CRCR).
 - 10.4.4** All CCM/CRLs must forward all PA 607s to the CCA within two (2) business days.
 - 10.4.5** CCM/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRCR.

STATEMENT OF WORK

TECHNICAL EXHIBITS

HOMELESS CALWORKS FAMILIES PROJECTS

PERFORMANCE REQUIREMENTS SUMMARY

1.1 Introduction

The Performance Requirements Summary (PRS) displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for liquidated damages deductions.

The County expects a high standard of Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

1.2 Performance Requirements Summary Chart

The PRS Chart at the end of this exhibit provides:

- 1.2.1 Provides the Required Services and cites the Section or Paragraph where referenced (Column 1 of chart).
- 1.2.2 Provides the indicators used to determine that the Standards have been met (Column 2 of chart).

- 1.2.3 Defines the Standards of Performance for each of the required services (Column 3 of chart).
- 1.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses penalty points (Column 4 of chart).
- 1.2.5 Indicates the method of monitoring the services (Column 5 of chart).
- 1.2.6 Indicates the penalty points to be assessed for exceeding the AQL for each listed required service (Column 6 of chart). The AQL serves as the baseline for assessing penalty points.

1.3 **Quality Assurance**

Each month Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- 1.3.1 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 1.3.2 Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 1.3.3 Review of Reports, Statistical Record and Files maintained by the Contractor.
- 1.3.4 On-site evaluations.
- 1.3.5 Participant interviews.
- 1.3.6 Complaints.

1.4 **Contract Discrepancy Report (CDR)**

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 10.2 to the Contractor's Contract Manager. The Contract Manager is required to:

- 1.4.1 Respond to the CDR within ten (10) workdays.
- 1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the Contractor's explanation and determine if any points will be assessed.

1.5 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

Unsatisfactory Performance Indicator (UPI) penalty points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if \$5 per incident is to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review.

1.6 Remedy of Defects

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review.

1.7 Unsatisfactory Performance Remedies

When Contractor performance does not conform with the requirements of this Contract, County shall have the option to apply the following nonperformance remedies:

- 1.7.1 Assess penalty points for each UPI per month that exceeds the allowable AQL.
- 1.7.2 If the monthly total of penalty points exceeds one hundred (100) in any given month, require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by COUNTY, shall be credited to County on Contractor's future invoice. This section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 9.63, Termination for Convenience of County.

HOMELESS CALWORKS FAMILIES PROJECTS

PERFORMANCE REQUIREMENTS SUMMARY CHART

Note: Point system contains an allowance for defects

1 Required Service	2 Performance Indicator(s)	3 Standard(s)	4 Allowable Deviation from Perfect Performance	5 Monitoring Methods	6 Unsatisfactory Performance Indicator Points for Exceeding ADPP
<u>Paragraph 9.19.1</u> Maintain confidentiality of all records.	Contractor Employee Acknowledgment and Confidentiality Agreement forms are signed and on file in Contractor's records	Documentation on file in Contractor's records	None	Review of Contractor's records	*50 points per each Confidentiality Agreement not completed
<u>Paragraph 9.24.1</u> Determine arrest and conviction records of employees, contractors, subcontractors and/or volunteers who may come in contact with children in the course of their work.	Contractor maintains documentation of criminal clearances on file	Documentation on file in Contractor's records	None	Review of Contractor's records	*50 points for each criminal clearance not completed
<u>Paragraph 9.38.1</u> Evidence of Insurance	Evidence of insurance submitted	Contractor submits evidence of insurance	None	Receipt of evidence of insurance coverage	Material breach of contract subject to suspension/termination
<u>Statement of Work 5.1.10</u> Maintain Database to ensure 120-day limit for emergency shelter is not exceeded	Contractor maintains database	Documentation on file indicating 120-day limit	None	Review of Contractor's records	*50 points for each participant receiving emergency shelter exceeding 120 days
<u>Statement of Work 5.2.1</u> Place families in emergency shelter within one day of request	Contractor provides emergency shelter within one day of request	Documentation on file indicating emergency shelter provided within one day of request	One (1) participant per site per quarter	Random sample of case files. Lot size is monthly number of participants in the project	25 points for not providing emergency shelter within one day of request

HOMELESS CALWORKS FAMILIES PROJECTS

PERFORMANCE REQUIREMENTS SUMMARY CHART

Note: Point system contains an allowance for defects

1 Required Service	2 Performance Indicator(s)	3 Standard(s)	4 Allowable Deviation from Perfect Performance	5 Monitoring Methods	6 Unsatisfactory Performance Indicator Points for Exceeding ADPP
<u>Statement of Work 5.1.2</u> Transport families to designated agencies as requested	Contractor maintains documentation on file indicating transportation provided as requested	Contractor staff provides transportation as requested.	2 participants per site per quarter.	Random sample of case files Lot size is monthly number of participants in the project	25 points for untimely pickup of participant
<u>Statement of Work 7.1</u> Provide Monthly Management Reports (MMR) by the 25 th of each succeeding month	MMR provided by the 25 th of succeeding month	Contractor provides MMR by 25 th of succeeding month	None	Receipt of MMR by 25 th of succeeding month	*10 points per each day MMR received after 25 th of succeeding month

*Items not measured by sampling. Points assessed for each incident above the AQL level.

TECHNICAL EXHIBIT 10.2
CASE DISCREPANCY REPORT

HOMELESS CALWORKS FAMILIES PROJECTS
CASE DISCREPANCY REPORT (SAMPLE)

TO: _____, of: _____ Agency

From: _____, DPSS

DISCREPANCY PROBLEM:

Signature of CCA: _____ Report Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):

If not acceptable, reason:

Signature of CCA: _____ Review Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

TECHNICAL EXHIBIT 10.3

CONTRACT DISCREPANCY REPORT

HOMELESS CALWORKS FAMILIES PROJECTS
CONTRACT DISCREPANCY REPORT (SAMPLE)

TO: _____, of: _____ Agency

From: _____, DPSS

DISCREPANCY PROBLEM:

Signature of CCA: _____ Report Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):

If not acceptable, reason:

Signature of CCA: _____ Review Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

TECHNICAL EXHIBIT 10.4

MONTHLY COMPLAINT LOG

HOMELESS CALWORKS FAMILIES PROJECTS MONTHLY COMPLAINT LOG

REPORTING AGENCY: _____
 REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE: _____

Date	Time Of Call	Complainant's Name	Agency Participant	Primary Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

NOTE: Contractor to attach a copy of this log to the Monthly Management Report

TECHNICAL EXHIBIT 10.5

TRANSPORTATION LOG

LOS ANGELES HOMELESS SERVICES AUTHORITY
HOMELESS CALWORKS FAMILIES PROJECT

TRANSPORTATION LOG



	DATE	PARTICIPANT NAME	CalWORKs CASE NUMBER	APPOINTMENT TIME	ACTUAL ARRIVAL TIME	DESTINATION	PARTICIPANT'S SIGNATURE	COMMENTS
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

ATTACHMENT B

LOS ANGELES HOMELESS SERVICES AUTHORITY BUDGET

BUDGET SUMMARY

PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS

CONTRACTOR: Los Angeles Homeless Services Authority

CONTRACT PERIOD: 07/1/07 - 06/30/08

FISCAL YEAR: 2007 - 2008

CONTACT PERSON: REBECCA ISAACS

TELEPHONE NUMBER: (213) 683-3333

	Year 1*	Year 2	Year 3**	TOTAL
Administrative Costs	200,525			200,525
Salaries	723,646			723,646
Benefits and Taxes	217,094			217,094
Operating Costs	287,952			287,952
Direct Program Costs	576,035			576,035
Totals	2,005,252			2,005,252

Grand Total Contract Cost 2,005,252

Footnotes:

* year =fiscal year (July 1, through June 30)

** if applicable

LINE ITEM BUDGET

PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS
CONTRACTOR: LAHSA
CONTRACT PERIOD: 07/1/07 - 06/30/08
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: REBECCA ISAACS
TELEPHONE NUMBER: (213) 683-3333

ADMINISTRATIVE COSTS (see page 4 of 8 for details):
TOTAL ADMINISTRATIVE COSTS (10% of Budget) 2,005,252 10.00% TOTAL 07/1/07-6/30/08 200,525

PROGRAM PERSONNEL MONTHLY COSTS:	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
HCFP Team Staff Salaries	8,615	8,615	8,615	8,615	17,229	8,615	723,646
Taxes and Benefits (30 % of Salaries)	2,585	2,585	2,585	2,585	5,169	2,585	217,094
PROGRAM PERSONNEL COSTS SUBTOTAL:							940,740

OPERATING COSTS:	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
One-Time Purchases							
Staff Uniforms Purchase	485	485	485	485	920	482	3,342
Desk Phones Purchase					286		286
Two-way Cellular Telephone Purchase					218	298	516
Office Furniture Purchase					500		500
One-Time Purchases Subtotal	485	485	485	485	1,924	780	4,644
Monthly Expenses							
Rent (office space)	686	686	686	686	1,370	686	57,600
Office and Computers Supplies	53	53	53	50	88	53	4,200
Office Telephone Service	84	84	84	85	141	85	6,756
Cellular Telephone Service	188	188	188	188	313	188	15,036
Vehicle Monthly Expense	861	861	861	861	1,723	861	72,336
Vehicle Maintenance	62	62	62	62	103	62	4,956
Vehicle Gasoline Expense	428	428	428	428	710	428	34,200
Auto Insurance	528	528	528	528	880	528	42,240
Van Parking	179	179	179	179	297	179	14,304
Staff Parking/Bus Passes	396	396	396	396	660	396	31,680
Subtotal Monthly Expenses	15,635	15,635	15,635	15,633	32,531	16,226	283,308
OPERATING COSTS SUBTOTAL							287,952

DIRECT PROGRAM COSTS	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
Emergency Shelter/Housing Vouchers	6,667	6,667	6,667	6,667	13,333	6,667	560,016
Bus Tokens (emergency transportation)	100	100	100	100	162	100	7,920
Client Supplies	102	102	102	102	166	102	8,099
DIRECT PROGRAM COSTS SUBTOTAL:	6,868	6,868	6,868	6,868	13,661	6,868	576,035

SUBTOTAL OPERATING & DIRECT COSTS 863,987

GRAND TOTAL CONTRACT COSTS 2,005,252

ADMINISTRATIVE COSTS SCHEDULE
HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA
CONTRACT PERIOD: 07/01/07 - 06/30/08
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: REBECCA ISAACS
TELEPHONE NUMBER: (213) 683-3333

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Executive Director	Executive	1	14,910	10%	1,491	13,419
Chief Operations Officer	Executive	1	14,000	10%	1,400	12,600
Director of Grants Management	Administrative	1	9,083	10%	908	8,175
Contracts Unit Manager	Administrative	1	5,588	20%	1,118	10,058
Director Administration	Administrative	1	5,934	20%	1,187	10,681
Info Tech Specialist	Administrative (IT)	1	5,128	20%	1,026	9,231
Chief Financial Officer	Finance	1	12,250	10%	1,225	11,025
Financial Manager	Finance	1	5,858	10%	586	5,272
Admin Acting Mgr	Finance	1	5,858	10%	586	5,272
Program Accountant/Auditor	Finance	1	4,200	50%	2,100	18,900
Fiscal Admin. Assistant	Finance	1	3,675	10%	368	3,308
Program Acct Supervisor	Finance	1	4,725	50%	2,363	21,263
		12				
Total Salaries:			\$ 91,209		\$ 14,356	\$ 129,203

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Taxes and Benefits	Total Taxes and Benefits are calculated at 30% of salaries						\$ 38,761
Fringe Benefit Subtotal							\$38,761
Total # of Positions by Classification							
Total Fringe Benefits (4):							\$38,761

NON-PERSONNEL						(5)	TOTAL
Rent					\$ 1,250.00		\$15,000
Telephone					\$ 250.00		\$3,000
Parking, bus passes					\$ 280.10		\$3,361
Office Supplies					\$ 150.00		\$1,800
Insurance					\$ 200.00		\$2,400
Audit							\$4,000
Recruiting					\$ 250.00		\$3,000
Non-Personnel Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$2,380.10		\$32,561
Total Non-Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$32,561

Total Administrative Costs

\$200,525

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS

CONTRACTOR: LAHSA CONTACT PERSON: REBECCA ISAACS
CONTRACT PERIOD: 07/1/07 - 06/30/08 TELEPHONE NUMBER: (213) 683-3333
FISCAL YEAR: 2007 - 2008

DIRECT SERVICES (1)

	TOTAL COST
--	-------------------

Emergency Housing Vouchers	560,016
Bus Tokens (Emergency Transportation)	7,920
Client Supplies	8,099
Total Direct Services Costs	567,936

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Los Angeles Homeless Services Authority, Contract # _____

HOMELESS CALWORKS FAMILIES PROJECTS

Department or Agency Los Angeles Homeless Services Authority

Fiscal Year: 2007 - 2008

Contact Person REBECCA ISAACS

Phone No. (213) 683-3333

EDP EQUIPMENT SCHEDULE

[illegible]

GRAND TOTAL	\$0.00
-------------	--------

Name: _____

Title: _____

Date: _____

Justification Submitted	Yes	No
-------------------------	-----	----

DPSS Review / Approval (circle one):

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Los Angeles Homeless Services Authority, Contract # _____

HOMELESS CALWORKS FAMILIES PROJECTS

Fiscal Year: 07/1/2007 - 06/30/2008

EDP EQUIPMENT JUSTIFICATION

[illegible]

Prepared by: _____
Phone No. _____

Use additional sheets as needed.

EMPLOYEE BENEFITS WORKSHEET

CONTRACTOR: LAHSA	CONTRACT PERIOD: 07/1/07 - 06/30/08
Position Classification:	FISCAL YEAR: 2007 - 2008

Medical Insurance/Health Plan (1)

Employer Pays _____ 100% Employee Pays \$ _____ Total Premium \$ _____

Annual Deductible:

Employee \$ _____

Family \$ _____

Coverage (check all applicable):

<input type="checkbox"/>	Hospital Care : Inpatient	\$ _____	Outpatient	\$ _____
<input type="checkbox"/>	X-Ray & Laboratory			
<input type="checkbox"/>	Surgery			
<input type="checkbox"/>	Office Visits			
<input type="checkbox"/>	Pharmacy			
<input type="checkbox"/>	Maternity			
<input type="checkbox"/>	Mental Health/Chemical Dependency, Inpatient			
<input type="checkbox"/>	Mental Health/Chemical Dependency, Outpatient			

Dental Insurance

Employer Pays _____ 100% Employee Pays \$ _____ Total Premium \$ _____

Life Insurance

Employer Pays _____ 100% Employee Pays \$ _____ Total Premium \$ _____

Vacation

Number of Days: _____ 10 , And
Any Increase After _____ 5 Years of Employment, Number of Days or Hours _____ 15

Sick Leave

Number of Days: _____ 12 , Per Year, And
Any Increase or Accumulation, Number of Days or Hours

Holidays

Number of Days: 11 & 1 Floating Holiday, Per Year

Retirement

Employer Pays _____ 5% Employee Pays \$ _____ Total \$ _____

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

ATTACHMENT C

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Los Angeles Homeless Services Authority (LAHSA)

Company Name

453 S. Spring Street, 12th Floor, Los Angeles, CA 90013

Address

95-4498834

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.		(X)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.		(X)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.		(X)	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.		(X)	()



Signature

May 30, 2007

Date

Rebecca Isaacs, Executive Director

Name and Title of Signer (please print)

EEO CERTIFICATION

ATTACHMENT D

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Los Angeles Homeless Services Authority (LAHSA)

Contractor's Name

453 S. Spring Street, 12th Floor, Los Angeles, CA 90013

Address

95-4498834

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

(circle one)

1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. ☒ Yes ☐ No
2. The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. ☒ Yes ☐ No
3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. ☒ Yes ☐ No

Rebecca Isaacs, Executive Director

Name and Title of Signer



Signature

May 30, 2007

Date

ATTACHMENT E

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

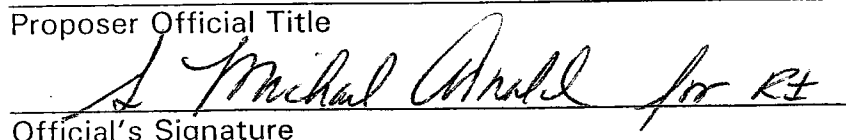
Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Rebecca Isaacs

Proposer Name

Executive Director

Proposer Official Title



Official's Signature

ATTACHMENT F

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles Homeless Services Authority (LAHSA)

Company Name

453 S. Spring Street, 12th Floor, Los Angeles, CA 90013

Address

95-4498834

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.



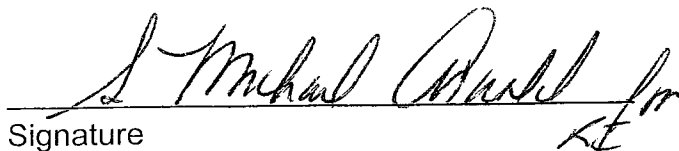
Proposer or CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a COUNTY contract, it will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR



Proposer or CONTRACTOR is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature



May 30, 2007

Date

Rebecca Isaacs, Executive Director

Name and Title of Signer (please print)

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.*

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.

- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen Contractor's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT H

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or the Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

CONTRACTOR EMPLOYEE JURY SERVICE

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT I

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM – CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

Attachment I

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Sub-Contractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct

Print Name:	Title:
Signature:	Date:

ATTACHMENT J

CONTRACTOR INVOICE FORMAT

CONTRACTOR INVOICE FORMAT

Date: _____

Invoice Month: _____

Contractor Information:

Contract No. _____
 Vendor No. _____
 Vendor Taxpayer I. D. _____
 Contract Period _____

Los Angeles Homeless Services Authority
 215 West 6th Street - 8th Floor
 Los Angeles, California 90013
 Contact Name: _____
 Telephone No: _____

Summary	
Advance on Hand (Beg):	\$ _____
Cash Received	\$ _____
Monthly Cost Incurred:	\$ _____
Amount on Hand (End):	\$ _____

I. Advance Payment Request: \$ _____

II. LAHSA Administrative Costs:

A. Salaries-Emergency Response Team Staff \$ _____
 B. Salaries-Administrative Supervision \$ _____
 C. Employee Benefits and Taxes \$ _____

Total Administrative Costs \$ _____

III. Operating Costs: \$ _____

IV. Direct Program Costs:

Projects	Total
1. East Valley	\$ _____
2. Glendale	\$ _____
3. Pomona	\$ _____
4. S. G. Valley	\$ _____
5. Skid Row	\$ _____
6. South Central	\$ _____
Total Direct Program Costs	\$ _____

(1) thru (6)

IV. Payment to LAHSA (I.+II.+III.+IV.): \$ _____

CONTRACTOR Signature _____

Date Signed _____

FOR DPSS USE ONLY

COUNTY Contract Administrator Signature _____

Approval Date _____

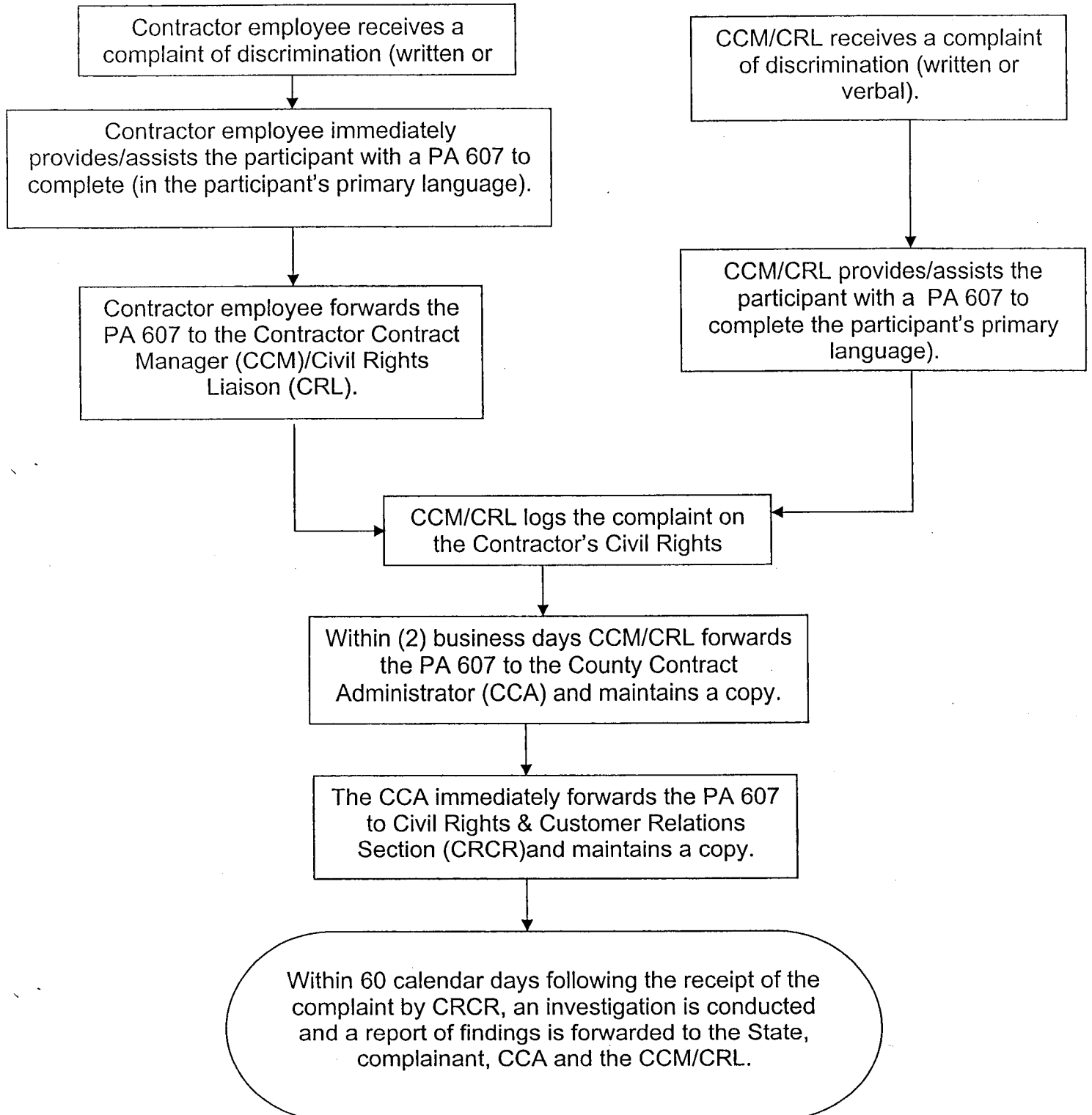
Date to Fiscal Operations _____

Monthly Invoice due on 25th day of each month for the previous month's actual costs of services.

ATTACHMENT K

CONTRACTOR PROCESS CIVIL RIGHTS COMPLAINTS FLOW CHART

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



ATTACHMENT L

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF
CIVIL RIGHTS RESOLUTION AGREEMENT**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS
RESOLUTION AGREEMENT WITH
THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, Company, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, Company, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Company, agrees to comply with the requirements of the Resolution Agreement and Company understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Company, agree to the aforementioned.


Director's Signature (Contractor) *RC*

MAY 30, 2007
Date

Rebecca Isaacs, Executive Director

453 S. Spring Street, 12th Floor, Los Angeles, CA 90013
Contractor's Address

ATTACHMENT M

COMPLAINT OF DISCRIMINATORY TREATMENT FORM

ATTACHMENT N
CONTRACTOR'S ADMINISTRATION

CONTRACTORS ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles Homeless Services Authority (LAHSA)

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: Daniel Fisher
Title: Contracts Unit Manager
Address: 453 S. Spring Street, 12th Street
Los Angeles, CA 90013

Telephone: (213) 683-3324
Facsimile: (213) 892-0093
E-Mail Address: dfisher@lahsa.org

CONTRACTOR'S PROJECT DIRECTOR:

Name: Jeanette Rowe
Title: Director of Programs
Address: 453 S. Spring Street, 12th Street
Los Angeles, CA 90013

Telephone: (213) 683-3330
Facsimile: (213) 892-0093
E-Mail Address: jrowe@lahsa.org

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: Michael Arnold
Title: Chief Operating Officer
Address: 453 S. Spring Street, 12th Street
Los Angeles, CA 90013

Telephone: (213) 225-6572
Facsimile: (213) 892-0093
E-Mail Address: marnold@lahsa.org

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Rebecca Isaacs
Title: Executive Director
Address: 453 S. Spring Street, 12th Street
Los Angeles, CA 90013

Telephone: (213) 683-3333
Facsimile: (213) 892-0093
E-Mail Address: risaacs@lahsa.org

ATTACHMENT O
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Maria P. Rodriguez
Title: Director, Contract Management Section I
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3524
Facsimile: (562) 908-0590
E-Mail Address: mariarodriguez@dpss.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Sandra L. Smalls
Title: Human Services Administrator II
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3525
Facsimile: (562) 908-0590
E-Mail Address: sandrasmall@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Sheri Ramirez-Garcia
Title: County Contract Administrator
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3556
Facsimile: (562) 908-0590
E-Mail Address: sheriramirezgarcia@dpss.lacounty.gov

ATTACHMENT P

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

ATTACHMENT Q

MONTHLY MANAGEMENT REPORT FORMAT

HOMELESS CALWORKS FAMILIES PROJECTS MONTHLY MANAGEMENT REPORT

Report Month/Year

I. SERVICE DELIVERY

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central	TOTAL
Number of Families Transported							
Number of Hours Spent Transporting Families							
Number of Families Issued Emergency Housing Vouchers							
Number of Families Issued Bus Tokens							
Number of Families Issued Supplies							
Number of Families Issued Credit Report Funds							
Number of Miles Driven							

II. MEETINGS AND/OR TRAINING DURING REPORT MONTH

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central
Date(s)						
Meeting/Training Subject						
Number of Subcontractors in Attendance						

III. COMPLAINTS

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central
Number of Complaints Received						
*Number of Complaints Resolved						

HOMELESS CALWORKS FAMILIES PROJECTS MONTHLY MANAGEMENT REPORT

Report Month/Year

IV. MONITORING

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central
Projects Monitored During Report Month (Yes/No)						
Number of Subcontractors Monitored During Report Month						
Name(s) of Subcontractors Monitored During Report Month						

V. COMMENTS

*Explain reason complaints not resolved

VI. PARTICIPANTS ASSISTED DURING REPORT MONTH

Name	Case Number		Name	Case Number
1)			41)	
2)			42)	
3)			43)	
4)			44)	
5)			45)	
6)			46)	
7)			47)	
8)			48)	
9)			49)	
10)			50)	
11)			51)	
12)			52)	
13)			53)	
14)			54)	
15)			55)	
16)			56)	
17)			57)	
18)			58)	
19)			59)	
20)			60)	
21)			61)	
22)			62)	
23)			63)	
24)			64)	
25)			65)	
26)			66)	
27)			67)	
28)			68)	
29)			69)	
30)			70)	
31)			71)	
32)			72)	
33)			73)	
34)			74)	
35)			75)	
36)			76)	
37)			77)	
38)			78)	
39)			79)	
40)			80)	

This report is due on the 25th of each month along with the Monthly Invoice and Monthly Complaint Log

ATTACHMENT R

SAFELY SURRENDERED BABY LAW FACT SHEET

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s)
to legally, confidentially, and safely
give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or
prosecution for abandonment as long as the
baby has not been abused or neglected.

Does not require that names be given
when the baby is turned over.

Permits parents to bring a baby within 3 days
of birth to any Los Angeles County
hospital ER or fire station.



State of California
Gray Davis, Governor

**Health and Human
Services Agency**
Grantland Johnson, Secretary

**Department
of Social Services**
Rita Saenz, Director



**Los Angeles County
Board of Supervisors**

Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District
Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County hospital
emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:20 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.